

EXHIBIT B

In re Delphi Corporation, Case no. 05-44481 (Ch. 11)

ADDENDUM A
To Proof of Claim of
Lockheed Martin Corporation
Filed Against Delphi Corporation

This Proof of Claim is filed by Lockheed Martin Corporation, on its own behalf and on behalf of its business units, affiliates, and subsidiaries. (hereinafter, collectively, “LMC”) against Delphi Corporation (the “Debtor”).

The Debtor and LMC were and are parties to one or more contracts (collectively, the “Contracts”) pursuant to which the Debtor owed and owes obligations to LMC (any and all obligations owed to LMC under the Contracts, including without limitation any express or implied warranties, are hereinafter collectively referred to as the “Obligations”). In many instances, in accordance with the terms of a given Contract, LMC has provided significant monies to the Debtor in advance of the Debtor’s performance of its Obligations thereunder.

LMC is aware of a breach of warranty under one or more contracts related to the Debtor’s production of flex harness. LMC reserves the right to amend this Proof of Claim if and when it identifies additional breaches under LMC’s contracts with the Debtor.

Additional supporting materials are too numerous to include with this Proof of Claim, but will be made available to the Debtor upon the Debtor’s request. Copies of these additional materials can be provided to the Debtor upon the Debtor’s further request made upon Thomas O. Bean, McDermott Will & Emery LLP, 28 State Street, Boston, MA 02109, telephone: 617-535-4416; e-mail: tbean@mwe.com.

To the extent that the Debtor contends, and a court of competent jurisdiction concludes, that LMC owes any money to the Debtor, LMC reserves the right to recoup any amounts it may

owe to the Debtor against amounts owed by the Debtor to it as set forth above. To the extent that a court concludes that LMC does not have the right to recoup amounts it may owe to the Debtor against amount owed by the Debtor to it, LMC reserves its right to setoff, subject to any court approval that may be required, any amounts it may owe to the Debtor against the amounts the Debtor owes to LMC.

LMC hereby reserves the right to withdraw, amend, supplement, or supercede all or portions of this Proof of Claim including, without limitation, with respect to (a) its entitlement in whole or part to priority under 11 U.S.C. §§ 503 and 507, and (b) its rights in the event the Debtor elects to reject any unexpired Contract.